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Contract Database Metadata Elements

Title: **West Babylon Union Free School District and Chief and Head Custodians Unit, CSEA, Local 1000, AFSCME, AFL-CIO (2001)**

Employer Name: **West Babylon Union Free School District**

Union: **Chief and Head Custodians Unit, CSEA, AFSCME, AFL-CIO**

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West Babylon Ufsd And Csea (Chief
& Head Custodians Unit)

SD
BCF

AGREEMENT

between

BOARD OF EDUCATION

WEST BABYLON UNION FREE SCHOOL DISTRICT
West Babylon, New York 11704

and

THE CHIEF AND HEAD CUSTODIANS' UNIT

of the

CIVIL SERVICE EMPLOYEES' ASSOCIATION

July 1, 2001 through June 30, 2004

RECEIVED

JAN 16 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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The Board of Education of the West Babylon Union Free School District, Town of Babylon, County of Suffolk, has recognized the Civil Service Employees' Association, Inc., Local 1000, AFSME, AFL-CIO, West Babylon School District, Chief and Head Custodians' Unit, as the exclusive representative of the Chief and Head Custodians for the purpose of negotiating collectively in the determination of, and the administration of their terms and conditions of employment.

It is recognized by both parties, the Board of Education of the West Babylon Union Free School District and the Chief and Head Custodians' Unit that of primary and constant importance is the welfare and the educational needs of all of our students.

TERMS AND CONDITIONS OF EMPLOYMENT

- I. All existing fringe benefits are to remain in effect (unless modified and/or amended).
- II. Term of contract - July 1, 2001 to June 30, 2004.
- III. The Chief and Head Custodians Unit shall be involved in any contemplated policy change with the West Babylon Board of Education affecting members of the aforementioned unit before adoption by the West Babylon Board of Education.
- IV. Agency Shop shall be recognized for members of the aforementioned unit.
- IVa. The Civil Service Employees' Association, Inc., Local 1000, AFSME, AFL-CIO shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis. No other organizations shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees' Association, Inc.
- V. That each building Chief and each building Head Custodian is responsible to the Plant Facilities Administrator. If a building principal asks a Chief or Head Custodian to perform tasks that conflict with prior instructions received from the Plant Facilities Administrator, the conflict, if any, shall be resolved by the Plant Facilities Administrator and the building principal or the Superintendent of Schools. At the time of discussion concerning the conflict of tasks, the Chief or Head Custodian will be present.

VI. SICK LEAVE

That the Sick Leave Policy for members of the aforementioned unit shall be consistent with the Sick Leave Policy as defined and stated for the members of the Non-Teaching Staffs of the West Babylon Schools (i.e., 12 days per year). When 25 sick days have been accumulated, employee enters unlimited sick leave category. Effective January 1, 1998, employee must have accumulated 35 sick days to enter unlimited sick leave category, or to remain in unlimited sick leave category if already in unlimited as of April 1, 1996. For employees hired after July 1, 1999, the minimum accumulation shall be 40 instead of the 35 days reflected above. It is understood that unlimited sick leave shall not exceed 180 school days from the day of the first absence for each illness. At the expiration of 180 school days, the Board of Education will review the individual case. A doctor's note may be required for consecutive absences that reflect a pattern. The District's assessment that a pattern exists shall be made by considering factors such as the frequency of utilization of such days around holidays, recesses, vacation periods or particular days in the week. The District's assessment shall not be arbitrary or capricious.

Employees currently receiving compensation for accumulated sick leave up to 100 days shall receive compensation for days accumulated beyond 100 as follows:

Day 101-175: \$25 per day
Day 176+: \$35 per day

All employees shall give sixty(60)days advance notice of retirement in order to receive payment for accumulated sick leave, except that such notification shall not be required under circumstances where severe medical issues preclude the employee from giving advance notice.

VII. PERSONAL LEAVE

That the Chief and the Head Custodians shall be allowed two (2) days of absence per year for personal reasons cumulative to a maximum of three (3) days. Such absences are not to be charged against sick time. Personal days may not be accumulated beyond the school year for employees hired after July 1, 1999. Personal days may not be linked to holidays without the permission of the Superintendent.

VIII. Twenty-year Career Retirement Plan for Employees of Participating Employers - Section 75-i (per laws pertaining to the New York State Employees Retirement System).

IX. DEATH IN IMMEDIATE FAMILY

Each unit member is entitled to up to five (5) days of absence for each death in his/her immediate family occurring during the school year. For purposes hereof, immediate family shall include a unit member's parent, spouse, grandparent, grandchild, brother, sister, or spouse's parent or any "immediate" family in-law. It shall also include a person residing in the same household as the unit member and who served in loco parentis for the unit member or for whom the unit member served in loco parentis. Each unit member shall be entitled to up to two (2) days absence for each death of an aunt, uncle, cousin, niece or nephew occurring during the school year.

X. VACATION LEAVE

- A. The personnel covered within the context of this agreement who have eight (8) years of continuous, full-time service will receive four (4) weeks vacation.
- B. Effective July 1, 1990, all unit members may carry forward no more than a total of ten (10) accumulated vacation days to the next year. Vacation day accruals earned by unit members prior to July 1, 1990, shall not be affected by this provision. Prescheduled vacation days canceled by the District for emergency work shall not be included in the ten (10) day limit.
- C. With the prior written approval of the Superintendent of Schools and for good cause shown as determined by the Superintendent, a unit member may sell back to the District up to ten (10) accumulated vacation days per year at the employee's then rate of pay.

- XI.** The Board of Education will provide life insurance coverage to each eligible member of this unit in the amount of \$15,000 at no cost to the employee.

In addition, each eligible employee will have the option of buying an additional \$10,000 at his/her own expense.

XII. WORKERS' COMPENSATION

The policy of the West Babylon Board of Education concerning Workers' Compensation (7:31:C of the Board of Education's General Policy Code) will read as follows: "The duration of time that this will continue will be determined on the following basis: Eight (8) weeks for each year of employment up to a maximum of ten (10) years. Thereafter, the only benefits that an employee will receive will be the compensation check."

XIII. HEALTH INSURANCE

- a. Effective July 1, 1997, each unit member covered under the basic Core Plan Plus Enhancement shall contribute to the premium cost on an annual basis the sum of \$335.00 for family coverage and \$150.00 for individual coverage. (This same dollar amount for both individual and family coverage will also apply to the GHI and the HIP option.)

Effective July 1, 1998, each unit member covered under the District's health insurance plan will contribute the annual sum of \$385 for family coverage and \$175 for individual coverage. Effective July 1, 1999, each unit member covered under the District's health insurance plan will contribute the annual sum of \$435 for family coverage and \$200 for individual coverage.

During the first year of the contract the cash equivalent of the aforesaid contribution will be deducted from the twenty-six (26) paychecks.

During the term of the contract, the District shall have the right to change health insurance carriers to a major insurer provided the benefit structure remains substantially equivalent or superior and provided that said change has been the subject of consultation between the parties. In the event that the Association believes the benefit structure of a new health insurance carrier is not substantially equivalent to that provided under the Empire Plan "Plus Enhancements", the Association may file a demand for interest arbitration using the services of Howard Edelman, Esq. In the case of the District seeking to self-insure, it shall first acquire Association consent.

- b. Unit members covered by another health insurance plan may opt out of the District's health plan in exchange for a lump sum payment of \$2,000.00 for those who opt out of family coverage, if notice is given of the intention to do so on or before May 21 to be effective July 1, which shall be payable by separate check on or about June 30 of the following year for unit members who do not request reinstatement and are not reinstated to the District's plans, either individual or family coverage, for that full calendar year. If an employee accepts buy out funds, the employee is ineligible in that year for employee coverage.
1. Payments for waiver of individual coverage will be pro-rated based upon the \$2,000 buy-out.
 2. The parties agree that during the term of the contract they will meet to review the efficacy of the buy-out program both with respect to its success vis-a-vis the amount of the buy-out and with respect to the appropriate pro-ratio for those unit members who contribute to health insurance. These discussions can be initiated by either the District or the union and shall be to explore alternatives and/or modifications.
 3. Notwithstanding the above provisions respecting the ineligibility of a participant in the

"buy out" program, an employee who obtains his/her health coverage from his/her spouse may request reinstatement in the event of death or divorce by the employee's spouse. In such event, re-enrollment shall become effective as provided for in the Rules and Regulations of the New York State Government Employees Health Insurance Program. The employee requesting re-enrollment shall be paid only a pro-rata share of the buy-out sum based upon that portion of the year the District was not required to make premium contributions.

4. Unit members currently not qualifying for coverage in the District's health insurance plan will be permitted to participate in the District's health insurance plan at their own cost, subject to the provisions of the Rules and Regulations of the New York State Government Employees Health Insurance Payment

5. All unit members are required to make an election to join, or not to join, the District's Flexible Benefits Plan, and are required to complete and execute all forms necessary to accomplish that purpose.

XIV.

The Board of Education will provide the CSEA Dental Plan - full family coverage - NO deductible - NO employee contribution.

XV.

Three (3) vacation days* each year will be granted as follows: December 26, 27, 28, 2001; December 23, 26, 27, 2002; December 22, 23, 26, 2003; December 27, 28, 29, 2004. The Plant Facilities Administrator in consultation with and agreement by the Superintendent of Schools will take those steps necessary to provide the necessary building maintenance and security during this time.

- * It is understood by both parties that those individuals unable to be granted the aforesaid three (3) days will be assured of three (3) vacation days during the Easter recess period.

- XVI. When promoted to a higher classification, the person will be placed in the new classification's salary schedule step which is the next highest in money, plus three (3) steps.

- XVII. Vacation pay will be paid to each member prior to departing and after two weeks advance notice to the Plant Facilities Administrator. The Plant Facilities Administrator will notify the business office in advance.

- XVIII. Unit members shall receive payment at the rate of time and one-half for a minimum of two (2) hours if they must respond to an emergency call-in.

- XIX. A leave of absence for up to one (1) year shall be granted with Board of Education

approval for personal reasons with no loss of seniority or status. Should a request for a leave of absence be made, the employee will be notified of the Board of Education's decision within thirty (30) days whenever possible and in accordance with the Board of Education's scheduled calendar.

XX. Snow removal shall be paid at regular straight time pay plus $\frac{1}{2}$ time for all hours worked.

XXI. The Board of Education will provide protection of non-teaching personnel by reimbursement of cost of replacing or repairing dentures, eye glasses and similar physical aids not covered by Workers' Compensation, destroyed or lost as the result of an injury sustained in the course of his/her employment.

The Board of Education will provide reimbursement for repair or value, whichever is less, of clothing and personal effects damaged or destroyed during the course of, and incidental to, employment, provided loss is not caused by negligence of the claimant.

XXII UNIFORMS

The District shall provide two (2) sets of overalls to unit members who need same. The District shall also select and provide all unit members with supervisory uniforms. Once provided with overalls, the unit members shall be required to wear same.

XXIII

In the event of an employee's death, his/her estate shall be paid all accruals of personal, vacation and sick days accumulated to the date of the employee's death. The payment of accrued sick leave shall be made in accordance with the then applicable rate of payment for unused sick leave at retirement.

XXIV GRIEVANCE PROCEDURE

Step 1.

Grievances raised under the District's grievance procedure shall first be raised, in writing, with the employee's immediate supervisor within ten (10) working days of any alleged grievable incident. The supervisor shall respond, in writing, within five (5) working days of the receipt of the grievance.

Step 2.

If the employee is dissatisfied with the response of the supervisor, the grievance may then be raised, in writing, with the Superintendent of Schools within five (5) working

days of the receipt of the supervisor's response. The Superintendent of Schools shall respond, in writing, within five (5) working days of receipt of the grievance.

Step 3.

If the employee is dissatisfied with the response of the Superintendent of Schools, the grievance may then be raised with the Board of Education, in writing, within five (5) working days of receipt of the Superintendent's decision. Within fifteen (15) working days of the receipt of the grievance, the Board of Education shall make a decision. The decision shall be final and binding.

XXV HOLIDAYS

Chief and Head Custodians are entitled to the following paid holidays:

July 4
Labor Day
Rosh Hashanah (if it's a school day)
Yom Kippur (if it's a school day)
Columbus Day
Veterans' Day
Thanksgiving and the following Friday
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
Lincoln's Birthday (in winter recess)
Washington's Birthday (in winter recess)
Good Friday
Memorial Day

XXVI Payroll deductions shall be sent to the Teachers Federal Credit Union on a bi-weekly basis.

XXVII JOINT COMMITTEE

A joint committee consisting of three (3) unit members and three members appointed by the Superintendent of Schools shall study the concerns of the District respecting the high costs associated with community use of facilities during the weekends and other times when school is not open. The study committee will explore possible resolutions of the foregoing.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**BOARD OF EDUCATION
UNIT**

By: _____

President

By: _____

Superintendent of Schools

CHIEF & HEAD CUSTODIANS

By: _____

President

By: _____

Labor Relations Specialist

Dated: _____

1/8/02

West Babylon, New York 11704

CHIEF - SENIOR HIGH SCHOOL (HSCC)

STEP	2000/01	2001/02	2002/03	2003/04
1	45,130	46,484	47,878	49,315
2	46,721	48,123	49,566	51,053
3	48,321	49,770	51,263	52,801
4	49,908	51,405	52,947	54,536
5	51,500	53,045	54,637	56,276
6	53,099	54,692	56,333	58,023
7	53,896	55,513	57,178	58,893
8	55,223	56,879	58,586	60,343
10	950	950	950	950
20	1,300	1,300	1,300	1,300

CHIEF - JUNIOR HIGH SCHOOL (JHCC)

STEP	2000/01	2001/02	2002/03	2003/04
1	41,143	42,378	43,649	44,959
2	41,885	43,142	44,436	45,769
3	44,314	45,644	47,013	48,423
4	45,892	47,268	48,686	50,147
5	47,470	48,894	50,361	51,872
6	49,050	50,521	52,037	53,598
7	50,632	52,151	53,716	55,327
8	51,422	52,964	54,553	56,190
10	950	950	950	950
20	1,300	1,300	1,300	1,300

* Note: The Junior High School Chief Custodian Salary shall be computed in accordance with the above annual schedule plus the additional payment of \$1,000.00

HEADS & CHIEFS

HEAD CUSTODIAN (HC)

STEP	2000/01	2001/02	2002/03	2003/04
1	37,955	39,094	40,267	41,475
2	39,536	40,722	41,944	43,202
3	41,115	42,348	43,619	44,927
4	42,691	43,971	45,291	46,649
5	44,268	45,596	46,964	48,373
6	45,854	47,230	48,647	50,106
7	46,645	48,044	49,485	50,970
8	47,958	49,397	50,879	52,405
10	950	950	950	950
20	1,300	1,300	1,300	1,300

SALARY SCHEDULE*

*The cash equivalent of the salaries set forth in the salary schedule shall be paid over the twenty-six (26) paychecks of each year of the agreement.